

Laura Vartain Horn (SBN 258485)
KIRKLAND & ELLIS LLP
555 California Street, Suite 2700
San Francisco, CA 94104
Telephone: (415) 439-1625
laura.vartain@kirkland.com

Allison M. Brown (Admitted *Pro Hac Vice*)
KIRKLAND & ELLIS LLP
2005 Market Street, Suite 1000
Philadelphia, PA 19103
Telephone: (215) 268-5000
alli.brown@kirkland.com

MICHAEL B. SHORTNACY (SBN: 277035)
SHOOK, HARDY & BACON L.L.P.
2121 Avenue of the Stars, Suite 1400
Los Angeles, CA 90067
Telephone: (424) 285-8330
mshortnacy@shb.com

Attorneys for Defendants
UBER TECHNOLOGIES, INC.,
RASIER, LLC, and RASIER-CA, LLC

[Additional Counsel Listed on Following Pages]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

Case No. 3:23-md-03084-CRB

**DEFENDANTS UBER TECHNOLOGIES,
INC., RASIER, LLC, RASIER-CA, LLC'S
MOTION FOR SANCTIONS AGAINST
BRET STANLEY**

This Document Relates to:

Judge: Hon. Lisa J. Cisneros
Courtroom: G-15th Floor

ALL ACTIONS

Date: December 2, 2025
Time: 10:30 a.m.

NOTICE OF MOTION AND MOTION FOR SANCTIONS AGAINST BRET STANLEY**TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:**

PLEASE TAKE NOTICE that, on December 2, 2025 at 10:30 a.m., or as soon thereafter as counsel may be heard, before the Honorable Lisa J. Cisneros, in Courtroom G, on the 15th Floor of the San Francisco Courthouse for the above-entitled Court, located at 450 Golden Gate Avenue, San Francisco, CA 94102, Defendants Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC (collectively, “Defendants”) will and hereby do move the Court for an Order sanctioning Bret Stanley pursuant to Federal Rule of Civil Procedure 37(b) and/or under the Court’s inherent authority based on the Court’s prior finding that Mr. Stanley violated the stipulated Protective Order (ECF 176), and based on Mr. Stanley’s violation of this Court’s August 18, 2025 Order (ECF 3708). Specifically, Defendants request entry of an Order that requires Mr. Stanley to pay Defendants’ reasonable attorneys’ fees and costs incurred: (a) investigating Mr. Stanley’s Protective Order violations and attempting to compel Mr. Stanley to comply with the Protective Order without Court intervention; (b) drafting, filing, and arguing their Motion to Enforce Protective Order (ECF 3512) and related filings (Administrative Motion to Shorten Time, Motion to Seal, and Reply Supporting Motion to Enforce Protective Order); and (c) seeking to compel Mr. Stanley to perform the remedial measures required by this Court’s August 18, 2025 Order (ECF 3708). Defendants request all other and further relief this Court deems just and proper.

The Motion for Sanctions (the “Motion”) is based on this Notice of Motion and Motion, the attached Memorandum of Points and Authorities, the accompanying supporting Declarations of Veronica Hayes Gromada and Michael B. Shortnacy, the pleadings and papers on file herein, any Reply that may be filed in support of this Motion, and any other arguments or evidence that may be presented to the Court in support of this Motion.

1 DATED: October 24, 2025

SHOOK, HARDY & BACON L.L.P.

2 By: /s/ Michael B. Shortnacy
3 MICHAEL B. SHORTNACY

4 **KIRKLAND & ELLIS LLP**
5 ALLISON M. BROWN
JESSICA DAVIDSON
LAURA VARTAIN HORN

6
7 **O'MELVENY AND MYERS LLP**
SABRINA H. STRONG
8 JONATHAN SCHNELLER

9 **SHOOK, HARDY & BACON L.L.P.**
10 ALYCIA A. DEGEN
MICHAEL B. SHORTNACY
PATRICK L. OOT, JR.
11 CHRISTOPHER V. COTTON

12 *Attorney for Defendants*
13 UBER TECHNOLOGIES, INC.,
RASIER, LLC, and RASIER-CA, LLC
14

TABLE OF CONTENTS

I.	Introduction and Summary of Argument.....	1
II.	Facts	3
A.	Mr. Stanley’s violation of the Protective Order forced Defendants to incur attorneys’ fees....	3
B.	The Court ordered Mr. Stanley to take specific actions to mitigate the damage caused by his violations of the Protective Order.....	3
C.	Defendants have incurred additional attorneys’ fees as a direct result of Mr. Stanley’s violations of the August 18, 2025 Order.....	4
D.	On October 8, 2025, Mr. Stanley’s <i>Lord</i> co-counsel again publicly filed Defendants’ Confidential Information, despite the August 18, 2025 Order’s requirement that Mr. Stanley “take reasonable efforts to retrieve or ensure the destruction of all unauthorized Confidential Information....”	6
III.	Law	6
IV.	Argument	7
A.	This Court should award Defendants’ attorneys’ fees under Rule 37(b)(2)(C).....	7
B.	Alternatively, this Court may award Defendants attorneys’ fees under the Court’s inherent authority.....	9
C.	The attorneys’ fees Defendants seek are reasonable.....	11
V.	Conclusion	13

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Apple, Inc. v. Samsung Elecs. Co.,</i> No. 511CV01846LHKPSG, 2014 WL 12596470 (N.D. Cal. Jan. 29, 2014)	8
<i>Blackwell v. Foley,</i> 724 F. Supp. 2d 1068 (N.D. Cal. 2010)	12
<i>Bradshaw v. Vilsack,</i> 286 F.R.D. 133 (D.D.C. 2012).....	3
<i>Camacho v. Bridgeport Fin., Inc.,</i> 523 F.3d 973 (9th Cir. 2008)	11
<i>Chambers v. NASCO, Inc.,</i> 501 U.S. 32 (1991).....	9, 10
<i>Credit Managers Ass'n of S. Cal. v. Kennesaw Life & Accident Ins. Co.,</i> 25 F.3d 743 (9th Cir. 1994)	12
<i>David v. Hooker, Ltd.,</i> 560 F.2d 412 (9th Cir. 1977)	8
<i>Eagle Eyes Traffic Indus. USA Hldg. LLC v. E-Go Bike LLC,</i> No. 21-cv-07097, 2025 WL 1482389 (N.D. Cal. March 28, 2025).....	13
<i>F.T.C. v. Affordable Media,</i> 179 F.3d 1228 (9th Cir. 1999)	7
<i>Facebook, Inc. v. OnlineNIC Inc.,</i> No. 19-cv-7071, 2025 WL 510430 (N.D. Cal. Feb. 14, 2025)	12
<i>Gonzales v. Charter Commc'ns, LLC,</i> No. 2:20-CV-08299-SB-AS, 2022 WL 570003 (C.D. Cal. Jan. 26, 2022)	6
<i>Gopher Media, LLC v. Spain,</i> No. 3:19-cv-02280-CAB-KSC, 2020 WL 6449193 (S.D. Cal. Nov. 3, 2020)	7, 8
<i>In re Hyundai and Kia Fuel Economy Litigation,</i> 926 F.3d 539 (9th Cir. 2019)	12
<i>Kelly v. Wengler,</i> 822 F.3d 1085 (9th Cir. 2016)	11
<i>Khraibut v. Chahal,</i> No. 15-CV-04463-CRB, 2022 WL 1438113 (N.D. Cal. Mar. 22, 2022). Civil	7

1	<i>Kim v. Fujikawa</i> , 871 F.2d 1427 (9th Cir. 1989)	12
2		
3	<i>L.D. v. United Behavioral Health</i> , No. 4:20-cv-02254, Dkt. No. 521 (N.D. Cal. Oct. 15, 2025)	3, 8, 9
4		
5	<i>Leon v. IDX Systems Corp.</i> , 464 F.3d 951 (9th Cir. 2006)	10
6		
7	<i>Liew v. Breen</i> , 640 F.2d 1046 (9th Cir. 1981)	8
8		
9	<i>Lofton v. Verizon Wireless (VAW) LLC</i> , 308 F.R.D. 276 (N.D. Cal. 2015).....	10
10		
11	<i>Mulato v. Wells Fargo Bank, N.A.</i> , 76 F. Supp. 3d 929 (N.D. Cal. 2014)	10
12		
13	<i>Ahearn ex rel. N.L.R.B. v. Int'l Longshore & Warehouse Union, Locs. 21 & 4</i> , 721 F.3d 1122 (9th Cir. 2013)	7
14		
15	<i>National Hockey League v. Metropolitan Hockey Club</i> , 427 U.S. 639 (1976) (<i>per curiam</i>)	8
16		
17	<i>Oliner v. Kontrabecki</i> , 305 B.R. 510 (N.D. Cal. 2004)	7
18		
19	<i>Pacific Steel Grp. v. Commercial Metals Co.</i> , No. 20-cv-07683, 2025 WL 2772618 (N.D. Cal. Sept. 29, 2025).....	13
20		
21	<i>Puckett v. Cnty. of Sacramento</i> , No. 2:22-cv-0350, 2024 WL 2304885 (E.D. Cal. May 21, 2024).....	13
22		
23	<i>R.G. Abrams Ins. v. Law Offices of C.R. Abrams</i> , 342 F.R.D. 461 (C.D. Cal. 2022).....	13
24		
25	<i>Roadway Express, Inc. v. Piper</i> , 447 US 752 (1980).....	9
26		
27	<i>Toussaint v. McCarthy</i> , 826 F.2d 901 (9th Cir. 1987)	13
28		
	<i>Unigard Sec. Ins. v. Lakewood Engineering & Mfg. Corp.</i> , 982 F.2d 363 (9th Cir. 1992)	9
	<i>Vargas v. City and Cty. of Honolulu</i> , No. 19-cv-0116-LEK-WRP, 2020 WL 13904131 (D. Haw. July 23, 2020)	8

1 Rules

2 Fed. R. Civ. P. 16(f).....	8
3 Fed. R. Civ. P. 26(c)	8
4 Fed. R. Civ. P. 37.....	3, 6, 8, 9
5 Fed. R. Civ. P. 37(b)(2).....	6, 7, 8
6 Fed. R. Civ. P. 37(b)(2)(A)(ii-vii).....	8
7 Fed. R. Civ. P. 37(b)(2)(A)(vii)	6
8 Fed. R. Civ. P. 37(b)(2)(C)	2, 7, 8, 13

MEMORANDUM OF POINTS AND AUTHORITIES

I. Introduction and Summary of Argument

On August 12, 2025, this Court found that Plaintiffs' Steering Committee ("PSC") member Bret Stanley violated the Protective Order governing this MDL. ECF 3692. Mr. Stanley's violation of the Protective Order was clear. Yet, Defendants repeatedly conferred and offered compromises in an attempt to avoid motion practice. Ultimately, Mr. Stanley brazenly made clear that he would not stop using and disclosing their Confidential Information¹ unless this Court ordered him to do so.

After finding that Mr. Stanley violated the Protective Order, this Court entered an Order jointly submitted by the parties (including Mr. Stanley) requiring Mr. Stanley to take modest steps to mitigate the damages caused by his violation (the “August 18, 2025 Order”). Rather than promptly taking these required remedial actions, Mr. Stanley instead violated the August 18, 2025 Order. Specifically, the Court ordered Mr. Stanley to provide a copy of the August 18, 2025 Order to courts that were overseeing cases in which parties were using the Confidential Information disclosed by Mr. Stanley. Mr. Stanley failed to do so in multiple cases.

Over one month later, on October 8, 2025, Mr. Stanley’s co-counsel violated the August 18, 2025 Order by filing Defendants’ Confidential Information on the public docket of a non-MLD case for the second time, once again demonstrating that, despite this Court’s order, Mr. Stanley did not “take reasonable efforts to retrieve or ensure destruction of all unauthorized Confidential Information....” ECF 3708.

Mr. Stanley’s actions demonstrate a wholesale disregard for this Court’s orders. Mr. Stanley simply does not care about violating protective orders. Instead, Mr. Stanley regularly seeks extensive discovery then uses Defendants’ Confidential Information to prosecute other cases despite protective orders prohibiting this conduct. Mr. Stanley admitted as much to this Court, but appears to believe his conduct is justified because Defendants do not produce all information as he demands in all cases. Mr. Stanley’s conduct in disregarding the orders of this Court is not justified, undermines the rule of law, and he should be sanctioned accordingly.

¹ “Confidential Information” is defined in this Court’s August 18, 2025 Order, ECF 3708.

1 Defendants should not have been forced to incur costs enforcing either the Protective Order or
 2 the August 18, 2025 Order. Indeed, Mr. Stanley had at least three opportunities to avoid motion
 3 practice. First, as this Court repeatedly noted, he could have challenged Defendants' confidentiality
 4 designations through the process required by the Protective Order. *See Exhibit A, Transcript of August*
 5 *12, 2025 Hearing at 6:21-7:4; 11:21-23.* Second, Mr. Stanley could have stopped violating the
 6 Protective Order when Defendants demanded it. Third, Mr. Stanley could have accepted Defendants'
 7 proposed compromise, which would have required him to seek Defendants' or this Court's permission
 8 before further use of the Confidential Information. Mr. Stanley rejected all of these options thus
 9 forcing Defendants to incur fees because of his clear violation of the Protective Order and the August
 10 18, 2025 Order.

11 Federal Rule of Civil Procedure 37(b)(2)(C) provides that, when addressing the failure to
 12 comply with a court order, the court "must order the disobedient party, the attorney advising that party,
 13 or both to pay the reasonable expenses, including attorney's fees, caused by the failure, unless the
 14 failure was substantially justified or other circumstances make an award of expenses unjust." Fed. R.
 15 Civ. P. 37(b)(2)(C). Here, Mr. Stanley failed to comply with both the December 28, 2023 Protective
 16 Order (ECF 176) and the August 18, 2025 Order (ECF 3708). As a direct result, Defendants incurred
 17 attorneys' fees. Mr. Stanley's failure to comply with these orders was not substantially justified and
 18 no circumstances make an award of fees unjust. To the contrary, sanctions are necessary both to
 19 compensate Defendants and deter additional future violations.

20 Having now identified the fees they were forced to incur because of Mr. Stanley's violations
 21 of the Protective Order, and having incurred further fees because of Mr. Stanley's violations of the
 22 August 18, 2025 Order (causing Defendants to seek his compliance once again), Defendants
 23 respectfully request that the Court require Mr. Stanley to pay Defendants' reasonable attorneys' fees
 24 incurred: (a) investigating Mr. Stanley's Protective Order violations and attempting to compel Mr.
 25 Stanley to comply with the Protective Order without Court intervention; (b) drafting, filing, and
 26 arguing their Motion to Enforce Protective Order and related filings; and (c) seeking to compel Mr.
 27
 28

1 Stanley to perform the remedial measures required by this Court's August 18, 2025 Order.²

2 **II. Facts**

3 **A. Mr. Stanley's violation of the Protective Order forced Defendants to incur
4 attorneys' fees.**

5 Despite Mr. Stanley's clear violation of the Protective Order, Defendants made every effort to
6 avoid motion practice. Exhibit B, Gromada Dec., ¶2-7. Defendants demanded that Mr. Stanley cease
7 violating the Protective Order, but he refused without explaining why information pulled from the face
8 of documents marked Confidential and Highly Confidential/Attorneys' Eyes Only was not covered by
9 the Protective Order. Exhibit B, Gromada Dec., ¶2-7. Defendants conferred with Mr. Stanley and
10 proposed an "agreement to disagree" that would have required Mr. Stanley to request this Court's
11 permission before any further use of the Confidential Information, but Mr. Stanley said this was "not
12 workable." Exhibit B, Gromada Dec., ¶2-7.

13 Shortly thereafter, Defendants' MDL counsel learned that Mr. Stanley's co-counsel in one non-
14 MDL case had publicly filed the Confidential Information and that Mr. Stanley's spreadsheet
15 containing Defendants' Confidential Information was being further disseminated among other
16 plaintiff's counsel in non-MDL cases. Exhibit B, Gromada Dec., ¶8. Thus, Defendants were left with
17 no choice but to seek expedited court intervention. *Id.*

18 **B. The Court ordered Mr. Stanley to take specific actions to mitigate the damage
19 caused by his violations of the Protective Order.**

20 After finding that Mr. Stanley violated the Protective Order, this Court entered the August 18,
21 2025 Order, which was jointly submitted by the parties, requiring Mr. Stanley to take specific actions

22 ² To be clear, Defendants seek recovery of fees and costs as against *Mr. Stanley* for his conduct as
23 counsel of record in this MDL. Defendants do not seek entry of an award of fees or costs as against
24 any Plaintiff(s) in this action. Mr. Stanley alone is responsible for his own professional misconduct,
25 and Defendants do not believe it should be imputed to his clients. *See L.D. v. United Behavioral
Health*, No. 4:20-cv-02254, Dkt. No. 521, at 7–8 (N.D. Cal. October 15, 2025) (Gonzalez Rogers, J.)
26 (sanctioning the plaintiffs' lawyer and his law firm for protective order violation) (tentative order made
27 final on October 15, 2025 (Dkt. No. 521)); *Bradshaw v. Vilsack*, 286 F.R.D. 133, 144 (D.D.C. 2012)
28 (finding that imposing a monetary penalty on a plaintiff for the "misdeeds of his attorney would be
unjust" but that monetary sanctions under Rule 37 against his attorney, "on the other hand, are firmly
justified by the cost, inconvenience, and difficulty that his professional misconduct has imposed on
the defendants, the Court, and his own [] client").

1 to mitigate the damages caused by his violations of the Protective Order. ECF 3708. Paragraph (c) of
 2 the August 18, 2025 Order required Mr. Stanley to “identify to Defendants’ counsel all court
 3 proceedings in which Mr. Stanley is aware that the Confidential Information has been used or
 4 disclosed in discovery or otherwise” by August 21, 2025. ECF 3708 (emphasis added). Paragraph (d)
 5 required Mr. Stanley to “provide a copy of this Order to all persons and courts identified pursuant to
 6 paragraph (c) of this Order” by August 21, 2025. ECF 3708 (emphasis added).

7 In the Motion to Enforce Protective Order, Defendants identified the four cases in which
 8 Defendants knew that Confidential Information was being used; therefore, Mr. Stanley was
 9 indisputably aware of these four cases. ECF 3512-1, 18, 40, 42; ECF 3512-17; ECF 3512-18. These
 10 cases are: *Smith v. Uber Technologies, Inc., et al.*; *Lord v. Uber Technologies, Inc., et al.*; *Casey Jones*
 11 v. *Uber Technologies, Inc., et al.*; and *Soto v. Uber Technologies, Inc., et al.* See ECF 3512-1, ¶ 18,
 12 40, 42; ECF 3512-17; ECF 3512-18.

13 **C. Defendants have incurred additional attorneys’ fees as a direct result of Mr.
 14 Stanley’s violations of the August 18, 2025 Order.**

15 Mr. Stanley violated this Court’s August 18, 2025 Order when he failed to provide a copy of
 16 that Order to the courts in *Lord*, *Jones*, and *Soto* by August 21, 2025 as required. Exhibit B, Gromada
 17 Dec., ¶11-19 and Exhibit 1. In addition, Mr. Stanley also failed to “take reasonable efforts to retrieve
 18 or ensure the destruction of all unauthorized Confidential Information” because his *Lord* co-counsel
 19 not only had access to the Confidential Information, but publicly filed it a second time in October
 20 2025. Exhibit B, Gromada Dec., ¶20-21. Mr. Stanley’s repeated violations collectively demonstrate a
 21 disregard for the Court’s Orders rather than a single oversight or misunderstanding. Exhibit B,
 22 Gromada Dec., ¶2-8; 11-21.

23 Mr. Stanley failed to provide a copy of the August 18, 2025 Order to the *Lord* court by August
 24 21, 2025 as required. Exhibit B, Gromada Dec., ¶11. Defendants identified this violation and swiftly
 25 emailed Mr. Stanley to notify him. *Id.* However, Mr. Stanley’s response failed to address the issue.
 26 Exhibit B, Gromada Dec., ¶11 and Exhibit 1 (Gromada August 22, 2025 email) and Exhibit 2 (Stanley
 27 August 22, 2025 email). As a result, Defendants filed the August 18, 2025 Order with the *Lord* court

1 themselves. Exhibit B, Gromada Dec., ¶12.³ Mr. Stanley also failed to provide a copy of the August
 2 18, 2025 Order to the *Jones* court even though Mr. Stanley disclosed the Confidential Information to
 3 the plaintiff's counsel in that case (Evan Lide)⁴. Exhibit B, Gromada Dec., ¶13. After the August 21,
 4 2025 deadline, Defendants' counsel emailed Mr. Stanley *three times* asking for confirmation that he
 5 provided the August 18, 2025 Order to the *Jones* court as required. Exhibit B, Gromada Dec., ¶13.
 6 Mr. Stanley did not respond to the first two emails and failed to address the *Jones* case when
 7 responding to the third email. *Id.* at ¶13 and Exhibit 2.⁵

8 Mr. Stanley was aware that the Confidential Information was disclosed in *Soto*. Exhibit B,
 9 Gromada Dec., ¶14. Mr. Stanley also knew the identity of the plaintiff's counsel who disclosed the
 10 Confidential Information in *Soto*, as well as the court and case number. *Id.* Despite this knowledge,
 11 Mr. Stanley maintained that he was not required to take any action in *Soto* because he claims he did
 12 not personally disclose the Confidential Information to the *Soto* plaintiff's counsel. Exhibit B,
 13 Gromada Dec., ¶14-15. Mr. Stanley claimed he “[did] not know the lawyers in the *Soto* matter” and
 14 knew “nothing about that case or who [sic] the firms involved.” Exhibit B, Gromada Dec., ¶ 15-16.

15 Defendants then pointed Mr. Stanley to the language in the Order (that he jointly prepared with
 16 Defendants) requiring Mr. Stanley to provide a copy of the August 18, 2025 Order to the *Soto* court
 17 because Mr. Stanley knew the Confidential Information had been disclosed in the *Soto* case. Exhibit
 18 B, Gromada Dec., ¶17. After receiving no response from Mr. Stanley, Defendants again raised Mr.
 19 Stanley's failure to comply in *Soto*. Exhibit B, Gromada Dec., ¶17. Mr. Stanley responded: “I didn't
 20 disclose anything to the *Soto* counsel. I informed you I had no knowledge of which court the case was
 21 in or who counsel was. Stop playing games. If you have information, then share it. If you would prefer
 22 to go to the Court, I'll be there.” Exhibit B, Gromada Dec., ¶18 and Exhibit 2 (Stanley's August 22,
 23

24³ Thereafter, Mr. Stanley claimed that his email transmitting the August 18, 2025 Order to the *Lord*
 25 court was “hung in my outbox.” Exhibit B, Gromada Dec., ¶12. Mr. Stanley explained that he failed
 26 to respond to Defendants' counsel's email identifying this violation because he “thought [they] were
 27 working from stale information.” Exhibit B, Gromada Dec., ¶12.

28⁴ Mr. Lide is an attorney with Stark & Stark, PC, along with Bruce Stern, Mr. Stanley's co-counsel
 in *Lord*. Exhibit B, Gromada Dec., ¶13.

⁵ Ultimately, the *Jones* court received the August 18, 2025 Order from Mr. Lide -- not Mr. Stanley --
 on August 25, 2025. *Id.*

1 2025 email). Based on Mr. Stanley's response, Defendants had no choice but to provide the August
 2 18, 2025 Order to the *Soto* court themselves on August 26, 2025. Exhibit B, Gromada Dec., ¶ 18.

3 **D. On October 8, 2025, Mr. Stanley's *Lord* co-counsel again publicly filed
 4 Defendants' Confidential Information, despite the August 18, 2025 Order's
 5 requirement that Mr. Stanley "take reasonable efforts to retrieve or ensure the
 6 destruction of all unauthorized Confidential Information...."**

7 On October 8, 2025, Mr. Stanley's co-counsel in *Lord* once again publicly filed Defendants'
 8 Confidential Information. Exhibit B, Gromada Dec., ¶20. Specifically, Mr. Stanley's co-counsel
 9 publicly filed the exact same discovery request that was attached to Defendants' Declaration
 10 Supporting Motion to Enforce Protective Order. Exhibit B, Gromada Dec., ¶20; ECF 3512-7. This
 11 Court found that this discovery request contained Confidential Information that Mr. Stanley used and
 12 disclosed in violation of the Protective Order. Exhibit B, Gromada Dec., ¶20. This Court's August 18,
 13 2025 Order required Mr. Stanley to "take reasonable efforts to retrieve or ensure the destruction of all
 14 unauthorized Confidential Information...." ECF 3708. Therefore, Mr. Stanley's co-counsel should not
 15 have had possession of any Confidential Information to *again* publicly disclose. Exhibit B, Gromada
 16 Dec., ¶21.⁶ Defendants' Confidential Information remained on the *Lord* public docket for thirteen days
 17 after Mr. Stanley's co-counsel filed it. Exhibit B, Gromada Dec., ¶21.

18 **III. Law**

19 Federal Rule of Civil Procedure 37(b)(2) allows the court to treat the failure to obey an order
 20 "as contempt of court...." Fed. R. Civ. P. 37(b)(2)(A)(vii). "A court need not find bad faith before
 21 imposing sanctions for violations of Rule 37." *Gonzales v. Charter Commc'nns, LLC*, No. 2:20-CV-
 22 08299-SB-AS, 2022 WL 570003, at *3 (C.D. Cal. Jan. 26, 2022) quoting *Oracle USA, Inc. v. SAP*
 23 *AG*, 264 F.R.D. 541, 545 (N.D. Cal. 2009).

24
 25 ⁶ Defendants continue to have to police Mr. Stanley's compliance. Because factual questions remain
 26 outstanding, including how the plaintiff's counsel in *Soto* received the Confidential Information and
 27 what Mr. Stanley did to prevent the most recent public disclosure in *Lord*, Defendants may be required
 28 to seek further relief from this Court in order to prevent continued disclosure of the Confidential
 29 Information as a result of Mr. Stanley's violation of the Protective Order and reserve the right to do
 30 so at a later date.

1 Rule 37(b)(2)(C) provides that the court “*must* order the disobedient party, the attorney
 2 advising that party, or both to pay the reasonable expenses, including attorney’s fees, caused by the
 3 failure, unless the failure was substantially justified or other circumstances make an award of expenses
 4 unjust.” Fed. R. Civ. P. 37(b)(2)(C) (emphasis added).

5 This Court also has the inherent power to compel compliance with its orders, and compensate
 6 parties damaged by violations of court orders, upon a finding of civil contempt. Civil contempt
 7 requires a showing that the contemnors violated a specific and definite court order by clear and
 8 convincing evidence. *F.T.C. v. Affordable Media*, 179 F.3d 1228, 1239 (9th Cir. 1999); *Oliner v.*
 9 *Kontrabecki*, 305 B.R. 510, 520 (N.D. Cal. 2004). Civil contempt does not require a showing of
 10 willfulness. *Khraibut v. Chahal*, No. 15-CV-04463-CRB, 2022 WL 1438113, at *4 (N.D. Cal. Mar.
 11 22, 2022). Civil contempt proceedings serve two purposes: (1) coercing compliance with a court order;
 12 and (2) compensating the prevailing party. *Ahearn ex rel. N.L.R.B. v. Int’l Longshore & Warehouse*
 13 *Union, Locs. 21 & 4*, 721 F.3d 1122, 1128 (9th Cir. 2013).

14 Here, sanctions are appropriate under the plain language of Rule 37(b)(2)(C) and the Court’s
 15 inherent power to deter future violations and remedy contempt.

16 IV. Argument

17 A. This Court should award Defendants’ attorneys’ fees under Rule 37(b)(2)(C).

18 Once, as here, the Court has found that Mr. Stanley violated the Protective Order,
 19 reimbursement of expenses is mandatory absent an applicable exception. See *Gopher Media, LLC v.*
 20 *Spain*, No. 3:19-cv-02280-CAB-KSC, 2020 WL 6449193, at *1 (S.D. Cal. Nov. 3, 2020). Because
 21 Mr. Stanley violated both the Court’s December 28, 2023 Protective Order (ECF 176) and its August
 22 18, 2025 Order (ECF 3692), Defendants incurred fees: (a) investigating Mr. Stanley’s Protective Order
 23 violations; (b) communicating with him repeatedly and attempting to make him comply with the
 24 Protective Order without Court intervention; (c) drafting and filing their Motion to Enforce Protective
 25 Order and related filings; and (d) seeking to compel Mr. Stanley to perform the remedial measures
 26 required by this Court’s August 18, 2025 Order.

27 Thus, under Rule 37(b)(2), “the court must order the disobedient party, the attorney advising

1 that party, or both to pay the reasonable expenses, including attorney's fees, caused by the failure,
 2 unless the failure was substantially justified or other circumstances make an award of expenses
 3 unjust." Fed. R. Civ. Proc. 37(b)(2)(C); *L.D. v. United Behavioral Health*, No. 4:20-cv-02254, Dkt.
 4 No. 521, at 4 (N.D. Cal. Oct. 15, 2025).⁷ Except where the offender's conduct was "substantially
 5 justified," or an award of expenses is otherwise "unjust"—neither of which describes the present
 6 case—Rule 37 sanctions are mandatory and "must be applied diligently both 'to penalize those whose
 7 conduct may be deemed to warrant such a sanction, [and] to deter those who 'might be tempted to
 8 such conduct in the absence of such a deterrent.'" *National Hockey League v. Metropolitan Hockey
 9 Club*, 427 U.S. 639, 643 (1976) (*per curiam*).

10 The party against whom an award of expenses is sought has the burden of showing the special
 11 circumstances that make his failure to comply "substantially justified." *David v. Hooker, Ltd.*, 560
 12 F.2d 412, 418-19 (9th Cir. 1977); Fed. R. Civ. P. 37(b)(2), 1970 Advisory Committee Notes. A
 13 position is not substantially justified where "reasonable people could not differ" on its lack of merit.
 14 See *Gopher Media, LLC*, 2020 WL 6449193, at *2; *Liew v. Breen*, 640 F.2d 1046, 1050 (9th Cir.
 15 1981); *Vargas v. City and Cty. of Honolulu*, No. 19-cv-0116-LEK-WRP, 2020 WL 13904131, at
 16 *4-5 (D. Haw. July 23, 2020) (finding reasonable people could not differ on whether the plaintiffs'
 17 counsel's failure to comply with protective order was "substantially justified" where the plaintiffs'
 18 counsel failed to challenge confidentiality designation or file documents under seal).

19 There is nothing about the facts presented here to suggest that Mr. Stanley's conduct (the only
 20 conduct at issue) in disclosing Confidential Information in litigation unrelated to this MDL was at all
 21 justified—let alone substantially so. As this Court has previously noted, the Protective Order includes
 22 a required process for challenging confidentiality designations, which provided Mr. Stanley a process
 23 to dispute any material that he believed was not properly designated. Yet, he failed to do so. Instead,
 24 Mr. Stanley admitted that he pulled information from the face of documents marked Confidential and

25
 26 ⁷ The Ninth Circuit "has repeatedly held that Rule 37 'provides comprehensively for enforcement of
 27 all discovery orders, including Rule 26(c) protective orders.'" *Apple, Inc. v. Samsung Elecs. Co.*, No.
 28 511CV01846LHKPSG, 2014 WL 12596470, at *5 (N.D. Cal. Jan. 29, 2014); see also Fed. R. Civ. P.
 16(f) ("[I]f a party or its attorney ... fails to obey a scheduling or other pre-trial order," "the court may
 issue any just orders, including those authorized by Rule 37(b)(2)(A)(ii-vii)[.]").

1 Highly Confidential/Attorneys' Eyes Only and used and disclosed that information in non-MDL cases
 2 because it would "assist in discovery efficiencies...." ECF 3584. But, the supposed ends can never
 3 justify the means of violating court orders. And, here, Mr. Stanley's disclosure of the Confidential
 4 Information clearly violated the plain language of the Protective Order. Mr. Stanley's use of the
 5 Confidential Information outside of the MDL also clearly violated the plain language of the Protective
 6 Order.

7 Mr. Stanley then repeatedly violated the August 18, 2025 Order, which resulted in Defendants'
 8 Confidential Information being disclosed *again*. While arguably a single supposed oversight or
 9 misunderstanding might be excused as inadvertent, Mr. Stanley's repeated actions collectively
 10 demonstrate a disregard for the Court's directives that cannot be minimized under any fair reading of
 11 the record.

12 Because Mr. Stanley's actions were not substantially justified, an award of Defendants'
 13 attorneys' fees that were caused by Mr. Stanley's violations is required even if Mr. Stanley's actions
 14 were "not willful or malicious." *L.D.*, No. 4:20-cv-02254, Dkt. No. 521, at 4 (ordering the plaintiff's
 15 counsel to pay attorneys' fees as sanction for violating the protective order where counsel's
 16 "assumptions" that he could provide confidential information to a government regulator after
 17 executing a common interest agreement "were not reasonable") (tentative order made final on October
 18 15, 2025 (ECF 521)). Indeed, Mr. Stanley has already admitted his actions were willful, and he cannot
 19 credibly claim otherwise now.

20 **B. Alternatively, this Court may award Defendants attorneys' fees under the**
 21 **Court's inherent authority.**

22 Although there is ample basis on the record to find the required award of attorneys' fees
 23 justified under Rule 37, the Court may also predicate its order for attorneys' fees under its inherent
 24 authority. Federal courts have the inherent power to impose sanctions against attorneys for "bad faith"
 25 conduct in litigation or for "willful disobedience" of a court order. *Chambers v. NASCO, Inc.*, 501
 26 U.S. 32, 43-45 (1991); *Roadway Express, Inc. v. Piper*, 447 US 752, 764-766 (1980); *see also Unigard*
 27 *Sec. Ins. v. Lakewood Engineering & Mfg. Corp.*, 982 F.2d 363, 368 (9th Cir. 1992) ("Courts are
 28 invested with inherent powers that are governed not by rule or statute but by the control necessarily

1 vested in courts to manage their own affairs so as to achieve the orderly and expeditious disposition
 2 of cases") (internal quotation marks and citation omitted).

3 The Court may "safely rely on its inherent power" if other rules do not provide appropriate
 4 sanctions. *Chambers*, 501 U.S. at 33. The Court's inherent authority is typically triggered when a party
 5 acts "in bad faith, vexatiously, wantonly, or for oppressive reasons." *Leon v. IDX Systems Corp.*, 464
 6 F.3d 951, 961 (9th Cir. 2006) (citation omitted). Before awarding sanctions in the form of attorney's
 7 fees, the court must make an express finding that the sanctioned party's behavior "constituted or was
 8 tantamount to bad faith." *Id.* (citation omitted). "A party demonstrates bad faith by delaying or
 9 disrupting litigation or hampering enforcement of a court order." *Id.* Because the standard for engaging
 10 the court's inherent authority is broad and allows the judge significant power, the Northern District of
 11 California has stated it "must be exercised with restraint and discretion." *Mulato v. Wells Fargo Bank*,
 12 N.A., 76 F. Supp. 3d 929, 962 (N.D. Cal. 2014). Additionally, the amount of monetary sanctions must
 13 be "reasonable." *Leon*, 464 F.3d at 961 (citing *Brown v. Baden (In re Yagman)*, 796 F.2d 1165, 1184
 14 (9th Cir.), as amended by 803 F.2d 1085 (1986)).

15 Here, Mr. Stanley's conduct easily supports a finding of bad faith. As detailed above, Mr.
 16 Stanley's actions clearly hampered the enforcement of two Court orders—both the underlying
 17 Protective Order and this Court's August 18th Order. Defendants gave Mr. Stanley ample notice and
 18 opportunity to cure his violations of the Protective Order, which he willfully ignored. Moreover, Mr.
 19 Stanley's further violation of the August 18, 2025 Order provides additional evidence of his willful
 20 bad faith because after Defendants notified Mr. Stanley of three additional violations that he needed
 21 to redress, he initially chose to ignore them and told the Defendants to take it to court. Courts are more
 22 likely to find evidence of bad faith where a party commits a ***knowing violation***. See *Leon*, 464 F.3d at
 23 959 (awarding attorneys' fees under the court's inherent authority and finding bad faith where the
 24 plaintiff knowingly destroyed evidence when he knew he had a duty to preserve evidence and that the
 25 evidence was relevant to the case); *Lofton v. Verizon Wireless (VAW) LLC*, 308 F.R.D. 276, 286-87
 26 (N.D. Cal. 2015) (awarding attorneys' fees under inherent authority and finding party acted in bad
 27 faith when it knowingly omitted relevant information from its interrogatory responses).

When Defendants confronted Mr. Stanley about his violations of the underlying Protective Order, instead of doing his due diligence and remedying the situation, he knowingly chose to ignore the violations. This alongside Mr. Stanley's comments telling Defendants to “[s]top playing games” and “[i]f you would prefer to go to the Court, I'll be there,” in response to Defendants' repeated requests that Mr. Stanley comply with the Court's orders, demonstrate a deliberate choice to continue violating court orders and to waste the Court's time instead of cooperating or remedying the situation. These are clear examples of bad faith behavior, for which this Court should award monetary damages to compensate Defendants and deter future conduct.

C. The attorneys' fees Defendants seek are reasonable.

Defendants seek an award of the attorneys' fees limited to what they incurred in the MDL matter and as a direct result of Mr. Stanley's violations of court orders. Defendants sought to avoid and minimize these fees through conferrals and compromise offers. Unfortunately, because Mr. Stanley failed to challenge confidentiality designations as required by the Protective Order, rejected all compromise offers, and forced Defendants into motion practice, Defendants incurred extensive fees. In determining what constitutes a reasonable attorneys' fees award, federal courts employ the Lodestar method which is calculated by multiplying the number of hours the prevailing party reasonably expended on the litigation by a reasonable hourly rate. *Kelly v. Wengler*, 822 F.3d 1085, 1099 (9th Cir. 2016); *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 978 (9th Cir. 2008) (citation omitted). A strong presumption exists “that the lodestar figure represents a reasonable fee.”

Here, Defendants' attorneys expended a total of [REDACTED] hours due to Mr. Stanley's violation of the Protective Order. See Exhibit C, Declaration of Michael B. Shortnacy (“Shortnacy Decl.”), ¶ 10. This included [REDACTED] hours investigating Mr. Stanley's non-compliance with the Protective Order, including but not limited to, tracing the Confidential Information used in the *Lord* and *Smith* cases and researching and preparing cease and desist letters; [REDACTED] hours conferring and attempting to compromise with Mr. Stanley; [REDACTED] hours preparing and filing the Motion to Enforce the Protective Order and related and supporting filings over a two month period;⁸ [REDACTED] hours preparing and drafting

⁸ The Motion to Enforce Protective Order filings included work to prepare seven separate documents: (1) Motion to Enforce Protective Order with Points and Authorities; (2) 16-page Gromada Declaration

1 Sealing of Motion to Enforce Protective Order to protect the very Confidential Information that Mr.
 2 Stanley wrongly disclosed; [REDACTED] hours preparing for oral argument on Motion to Enforce Protective
 3 Order; [REDACTED] hours drafting and negotiating the Proposed Order on Motion to Enforce Protective Order;
 4 and [REDACTED] hours seeking to compel Mr. Stanley to perform the remedial measures required by this
 5 Court's August 18, 2025 Order. Exhibit C, Shortnacy Dec., ¶ 10.

6 The hours expended by Defendants' attorneys were reasonable.⁹ A sworn attorney declaration
 7 attesting to the time taken and its necessity, like the one Defendants have provided, is "evidence of
 8 considerable weight on the issue of the time required." *Blackwell v. Foley*, 724 F. Supp. 2d 1068, 1081
 9 (N.D. Cal. 2010). To deny compensation, "it must appear that the time claimed is obviously and
 10 convincingly excessive under the circumstances." *Id.* (citation omitted). In addition, courts consider
 11 "the quality of the representation" and "the complexity and novelty of the issues presented" in
 12 assessing the reasonableness of fees. *In re Hyundai and Kia Fuel Economy Litigation*, 926 F.3d 539,
 13 570 (9th Cir. 2019).

14 Here, counsel was forced to investigate several collateral legal proceedings that were involved
 15 in Mr. Stanley's violations of the Protective Order and review the extensive history of discovery
 16 conferrals, orders, and productions in the MDL. *Kim v. Fujikawa*, 871 F.2d 1427, 1435 (9th Cir. 1989).
 17 In addition, Mr. Stanley tenaciously opposed Defendants' efforts every step of the way, see *Credit*
 18 *Managers Ass'n of S. Cal. v. Kennesaw Life & Accident Ins. Co.*, 25 F.3d 743, 750 (9th Cir. 1994),
 19 such that his "litigation conduct has caused [Defendants] to have to work harder than [they] otherwise
 20 might have." *Facebook, Inc. v. OnlineNIC Inc.*, No. 19-cv-7071, 2025 WL 510430, at *2 (N.D. Cal.
 21

22 Supporting Motion to Enforce Protective Order, with exhibits, detailing the scope of Mr. Stanley's
 23 violations; (3) Proposed Order on Motion to Enforce Protective Order with narrowly tailored relief;
 24 (4) Motion to Shorten Briefing Schedule on Motion to Enforce Protective; (5) 8-page required
 25 Declaration Supporting Motion to Shorten Briefing Schedule; (6) Proposed Order on Motion to
 26 Shorten Briefing Schedule; and (7) Reply Memorandum of Points and Authorities Supporting Motion
 27 to Enforce Protective Order.

28 ⁹ Defendants have actually incurred more costs and attorneys' fees as a direct result of Mr. Stanley's
 29 improper conduct than those fees sought in this Motion. Exhibit C, Shortnacy Dec., ¶11-13.
 30 Defendants incurred MDL Protective Order related fees in four non-MDL matters wherein Mr. Stanley
 31 disclosed Confidential Information: *Lord, Smith, Jones, and Soto*. At this time, Defendants ask for
 32 recovery of only those costs directly tied to and reflecting the work in investigating, seeking
 33 compromise, the resulting motion practice, and enforcement in the MDL.

1 Feb. 14, 2025); *see also Puckett v. Cnty. of Sacramento*, No. 2:22-cv-0350, 2024 WL 2304885, at *3
 2 (E.D. Cal. May 21, 2024) (“Based on defendants’ conduct and the nature of the dispute the undersigned
 3 finds the number of hours expended to be reasonable.”). Defendants’ counsel provided high-quality
 4 representation and achieved litigation success on “a plethora of complex issues” in the face of fierce
 5 opposition, and the number of hours they spent to do so is therefore reasonable. *Toussaint v. McCarthy*,
 6 826 F.2d 901, 904 (9th Cir. 1987).

7 Similarly, the hourly rates charged by Defendants’ counsel, which range from \$ [REDACTED] to \$ [REDACTED],
 8 are reasonable. Exhibit C, Shortnacy Dec., ¶ 5. In determining whether the hourly rate billed is
 9 reasonable for purposes of an attorneys’ fees award, the Court must ensure that the requested rates
 10 “are in line with those prevailing in the community for similar services by lawyers of reasonably
 11 comparable skill, experience, and reputation.” *R.G. Abrams Ins. v. Law Offices of C.R. Abrams*, 342
 12 F.R.D. 461, 523 (C.D. Cal. 2022) (citations omitted). The relevant community is the community where
 13 the district court sits, *Eagle Eyes Traffic Indus. USA Hldg. LLC v. E-Go Bike LLC*, No. 21-cv-07097,
 14 2025 WL 1482389, at *12 (N.D. Cal. March 28, 2025), in this case San Francisco. And this Court has
 15 previously found reasonable rates of \$735 to \$2,169 for partners and of counsel; \$325 to \$1,278 for
 16 associates, discovery counsel, and contract attorneys; and \$285 to \$710 for support staff. *Pacific Steel*
 17 *Grp. v. Commercial Metals Co.*, No. 20-cv-07683, 2025 WL 2772618, at *20 (N.D. Cal. Sept. 29,
 18 2025). Defendants’ counsel’s rates are well in line with these rates. Exhibit C, Shortnacy Dec., ¶ 6.

19 Multiplying the hours reasonably expended by Defendants’ attorneys by the reasonable hourly
 20 rates, Defendants have incurred a total of \$187,303.30 in attorneys’ fees, which is voluntarily reduced
 21 by 10% to \$168,572.97. Exhibit C, Shortnacy Dec., ¶ 9-13. Defendants are entitled to an award for
 22 these fees under Rule 37(b)(2)(C).

23 **V. Conclusion**

24 Mr. Stanley violated the Protective Order governing this MDL. Mr. Stanley then failed to take
 25 the reasonable actions required by this Court’s August 18, 2025 Order. The August 18, 2025 Order
 26 that Mr. Stanley violated was meant to mitigate the damages resulting from his violations. It was also
 27 meant to prevent further Protective Order violations exactly like the ongoing violation in the *Lord*
 28

1 matter that continues to damage Defendants. Defendants therefore respectfully request that this Court
2 impose monetary sanctions on Mr. Stanley individually (and not as against any Plaintiff) to
3 compensate Defendants for having to incur attorneys' fees as set forth herein.

4
5
6 DATED: October 24, 2025

SHOOK, HARDY & BACON L.L.P.

7
8 By: /s/ Michael B. Shortnacy
MICHAEL B. SHORTNACY

9
10 **KIRKLAND & ELLIS LLP**
ALLISON M. BROWN
JESSICA DAVIDSON
LAURA VARTAIN HORN

11
12 **O'MELVENY AND MYERS LLP**
SABRINA H. STRONG
JONATHAN SCHNELLER

13
14 **SHOOK, HARDY & BACON L.L.P.**
ALYCIA A. DEGEN
MICHAEL B. SHORTNACY
PATRICK L. OOT, JR.
CHRISTOPHER V. COTTON

15
16
17 *Attorney for Defendants*
UBER TECHNOLOGIES, INC.,
RASIER, LLC, and RASIER-CA, LLC